


After recording return document to:

City of Burlington
833 S Spruce St.
Burlington, WA 98233


200807150029
Skagit County Auditor
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Document Title: Temporary Construction Easement

Grantor: Burlington-Edison School District #100

Grantee: CITY OF BURLINGTON

Legal Description: Ptn E 1/2, 31-35-4E W.M.

Additional Legal Description is on: Exhibit "A" of this Document

Assessor's Tax Parcel Numbers: P38146, P38147, P38148, P38152, P62467

In the Matter of: NORTH BURLINGTON BOULVEVARD IMPROVEMENTS

TEMPORARY CONSTRUCTION EASEMENT



The Grantor, **BURLINGTON-EDISON SCHOOL DISTRICT #100**, a Washington municipal corporation, for and in consideration of MUTUAL BENEFITS, and other valuable consideration, conveys and grants unto the **CITY OF BURLINGTON**, a Municipal Corporation of the State of Washington, and it assigns, a Temporary Construction Easement over, under, upon and across the hereinafter described lands (hereinafter referred to as the "**Construction Area**").

Said lands being situated in Skagit County, State of Washington, and described as follows:

See Exhibit A and Property Exhibit Map attached hereto and made a part hereof.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 15 2008

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

TEMPORARY CONSTRUCTION EASEMENT

PURPOSE

GRANTEE and its assigns shall have the rights of ingress and egress to take whatever actions necessary within the **Construction Area** for reshaping and repairs to existing improvements affected by the City's project construction; and, to construct road improvements, including excavating, compacting, shaping and grading, sidewalk construction, constructing road works, matching driveway entrances, and miscellaneous construction, all costs of which shall be borne by the City of Burlington.

GRANTORS' USE OF THE CONSTRUCTION AREA

GRANTOR shall have access to the **Construction Area** at all times except during the time actual construction activities are being carried out within the **Construction Area**. The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the construction herein described.

RESTORATION OF THE CONSTRUCTION AREA

Following completion of the GRANTEE'S construction and related work in the **Construction Area**, GRANTEE shall, at GRANTEE'S expense, promptly restore **Construction Area** as nearly to and reasonably as possible to the condition in which it existed prior to such damage.

DAMAGE TO OTHER PROPERTY

If at any time after the execution of this agreement, the GRANTEE, in the exercise of the rights granted to the GRANTEE herein, shall damage any of the property owned by the GRANTOR which abuts and is outside of the **Construction Area**, the GRANTEE shall, at the GRANTEE'S expense, promptly restore any such property as nearly to and reasonably as possible to the condition in which it existed prior to such damage.

DURATION

The rights granted shall commence upon the GRANTOR'S execution of this easement document and shall continue for a period of two years, or until the GRANTEE ceases to use the **Construction Area** for the purposes stated herein, whichever occurs first.



TEMPORARY CONSTRUCTION EASEMENT

RELATIONSHIP BETWEEN PARTIES

GRANTOR: GRANTOR shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by the GRANTOR and its agents arising out of any duty performed, or not performed, while acting in good faith within the scope of the this Construction Easement.

GRANTEE: GRANTEE shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by its officers, officials, employees and agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Construction Easement.

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Burlington unless and until accepted and approved hereon in writing for the City of Burlington.

Dated this 3rd day of June, 2008

GRANTOR:

BURLINGTON-EDISON SCHOOL DISTRICT #100

By: [Signature]
Its: Superintendent



200807150029

Skagit County Auditor

TEMPORARY CONSTRUCTION EASEMENT

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day of June 3, 2008, before me personally appeared Mr. Richard Jones, to me known to be the Superintendent of BURLINGTON-EDISON SCHOOL DISTRICT #100, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

DATED this 3rd day of June, 2008.



Vicki G. Kelley
Notary Public
Residing at Burlington, WA
My appointment expires 03-20-11

GRANTEE:

Approved as to Form:

CITY OF BURLINGTON

Chal Martin, P.E.
Public Works Director

Attest:

[Signature] 6/5/08



TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

Legal Description of Parcel P38146

(Shown as Parcel "D" on Land Title Company Limited Liability Report Order No. 120943-LL dated April 19, 2006)

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ East of Highway,

EXCEPT the South 248 feet thereof, Section 31, Township 35 North, Range 4 East, W.M.,

AND EXCEPT the following described tract:

That portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the North line of said subdivision with the West line of State Road No. 1 along the East line thereof;

Thence West along the North line of said subdivision, 135 feet;

Thence South parallel with the West line of said State Road, 76 feet;

Thence East to a point on said West line which is 76 feet South of the point of beginning,

AND ALSO EXCEPTING from the remainder, the South 125 feet of the East 419.94 feet thereof.

Situate in the County of Skagit, State of Washington.



TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A cont'd

Legal Description of Parcel P38147

(Shown as Parcel "E" on Land Title Company Limited Liability Report Order No. 120943-LL dated Apr. 19, 2006)

The South 125 feet of the East 380 feet of the following described tract:

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ East of highway, less the South 248 feet thereof, in Section 31, Township 35 North, Range 4 East, W.M., EXCEPT road right of way.

Situate in the County of Skagit, State of Washington.

Legal Description of Parcel P38148

(Shown as Parcel "C" on Land Title Company Limited Liability Report Order No. 120943-LL dated April 19, 2006)

The South 248 feet of that portion of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W.M., lying between the East line of Primary State Highway No. 1, Conway Junction, to Junction of P.S.H. No. 1, North of Burlington and the West line of Old State Road No. 1 (Highway 99).

Situate in the County of Skagit, State of Washington.



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TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A cont'd

Legal Description of Parcel P38152

(Shown as Parcel "B" on Land Title Company Limited Liability Report Order No. 120943-LL dated April 19, 2006)

That portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the North line of said subdivision with the West line of State Road No. 1 along the East line thereof;
thence West along the North line of said subdivision, 135 feet;
thence South parallel with the West line of said State Road, 76 feet;
thence East to a point on the said West line which is 76 feet South of the point of beginning.

Situate in the County of Skagit, State of Washington.

Legal Description of Parcel P62467

(Shown as Parcel "F" on Land Title Company Limited Liability Report Order No. 120943-LL dated April 19, 2006)

Lot 29, and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of Lot 32, and the East 28 feet of the North $\frac{1}{4}$ of the West $\frac{1}{2}$ of Lot 32, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, EXCEPT that portion of Tract 32 conveyed to the City of Burlington for road purposes by deed recorded July 13, 1961, under Auditor's File No. 609923 in Volume 317 of Deeds, page 443.

Situate in the County of Skagit, State of Washington.

